

IT Professional Technical Services Master Contract

Statement of Work (SOW) For Technology Services

**Issued By
Minnesota Department of Revenue**

Project Title: Disaster Recovery Site Service and Support

Service Categories:

Database-MS SQL
or Network (Data, Video, Voice) - LAN/ WAN Internet Support
or Network (Data, Video, Voice) - Network/ Telecommunications
or Network (Data, Video, Voice) - Operating System
or Network (Data, Video, Voice) - Operations
or Network (Data, Video, Voice) - Security
or Network (Data, Video, Voice) - Support
or Server - Application (Design & Development)
or Server - Operating System
or Server - Security
or Server - Support

Responses are due no later than 1:00 p.m. CT, on **February 8, 2011**

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Note: Attachments B, C, and M must be submitted with the proposal. Attachments D– F are DOR work related policies. Attachment I is the tax and background checks that must be completed by each individual when a contract is awarded and before any work can start. Attachments G, H, J, K, and L must be signed and returned with the contract, not with your response.

1. Business Need

The Minnesota Department of Revenue (DOR) is building a disaster recovery site in a tier 3, co-location data center located in Madison, Wisconsin.

We are in need of a vendor or vendors to provide occasional support services of our disaster recovery site in the city of Madison, Wisconsin. Contracted service and support will be needed when remote service and support by DOR employees is not possible. Travel related expenses will not be reimbursable under this contract.

Service and support will be comprised of server, network, disk storage, and data backup hardware and software services. The DOR prefers a single vendor contract to provide the necessary support of our disaster recovery site but more than one contract may be awarded in order to provide complete coverage for required services.

2. Objectives

The objective of the disaster recovery site is to provide 99.999% availability for critical business applications and services that are normally delivered at our data center located in St. Paul, Minnesota if a disaster were to be declared.

3. Current Infrastructure

The disaster recovery SERVER infrastructure will be composed of Dell Intel x86 rack mount servers. The server operating system will be clustered VMWare ESX 4.1 host servers. The application operating system will be clustered Microsoft Windows Server 2008 R2, 64 bit running Active Directory, DNS, DHCP, IIS 6 & 7, SQL Server 2005 & 2008, Windows Backup Services System Center Operations Manager, SharePoint 2007 & 2010 and DoubleTake replication software. These servers will be used to run other commercial and custom developed applications and databases as deemed necessary to fulfill the mission of the Minnesota Department of Revenue.

The disaster recovery NETWORK infrastructure will be composed of multiple Cisco devices including 65xx and 3xxx Ethernet switches, ACE 4710 load balancer, router and ASA 5510 firewalls, VPN, intrusion detection, internet filtering using a combination of fiber and copper connections. The Madison to St. Paul network connectivity and support is provided by other governmental agencies.

The disaster recovery DATA STORAGE infrastructure is composed of IBM SAN and disk system. The SAN is made up of an IBM System Storage SAN40B-4 switch. The disk subsystem will be an IBM XIV communicating to the servers using the Fiber Channel protocol.

The TAPE BACKUP AND RECOVERY system is a Tandberg Data StorageLoader, 12 cartridge tape library connected to a windows server by SAS cable intended to be used in the event of a disaster. Backups will be performed using Microsoft Backup Services.

4. Contractor Duties

At the discretion of the DOR, duties are to provide a full line of hardware and software services to include installation, upgrade, configuration, maintenance, repair, problem determination, problem resolution, and advanced technical support in the areas of server, network, disk storage, tape backup and related applications. It is not the intent that any resulting contract(s) will provide service and support of the DOR's custom developed applications, agency proprietary applications or application support provided by other support agreements. Duties are to provide service and support in areas not already covered by manufacturer warranties or maintenance agreements for servers, data storage, networks and related software.

- Provide onsite support during regular business hours, Monday through Friday, 8:00 AM to 4:30 PM. Onsite support will be provided within 4 business hours from the time of a declared need or upon mutual arrangement with the Minnesota Department of Revenue, Information Systems Division.
- Abide by the states of Minnesota and Wisconsin security policies, practices, procedures, and business practices
- Follow industry best practices in promoting the success of a complex computing environment
- Work professionally and collaboratively with DOR staff
- Work independently but able to contribute to the DOR network, server, storage and application teams
- Quickly learn the DOR IT environment and how it supports our users
- Understand the relationships with internal & external support resources
- Provide reasoned recommendations to enhance current processes
- Develop a working knowledge of hardware and software used by DOR
- Communicate results of the work engagement to the ISD supervisor
- At the direction of the Department of Revenue, provide assistance with the following:
 1. Troubleshoot remote connectivity
 2. System upgrades
 3. Secure the IT systems
 4. Monitor services and identify vulnerabilities and respond accordingly
 5. Promote availability and reliability of the systems
 6. Triage incidents and resolve incidents in a timely manner
 7. Determine cause of problems and bring about a successful resolution
 8. Escalate problems to DOR or vendors holding maintenance contracts
 9. Perform system and application performance tuning
 10. Install new versions of hardware, software, firmware, drivers and patches
 11. Respond to system indicators and log files accordingly
 12. Adjust system configurations brought about by changes to applications
 13. Perform operations necessary to maintain availability and reliability of the server, network, storage and backup environments
 14. Perform backup administration in the event of a disaster including tape management and file restores
 15. Document and report all changes, recommend ways to improve same
 16. Work with DOR technical personnel for the transfer of knowledge to achieve a high level of supportability
 17. Other support services requested by the Department of Revenue

Other duties may include using and/or supporting the following:

- SCOM
- SmartNet
- TPC
- DoubleTake data replication software

5. Required Skills, Knowledge and Abilities

- Expert problem identification and resolution skills
- Excellent oral and written communication skills
- Excellent human relations skills
- Expert knowledge of TCP/IP, DNS, DHCP and LDAP services and protocols

- Certifications and/or demonstrated skills and experience with major server installations

Server

Expert knowledge and work experience configuring, & managing:

- Microsoft Active Directory and Group Policy
- Microsoft Windows Server 2008 R2
- VMWare ESXi
- Server architectures including virtual and physical topologies
- Dell Intel x86 servers
- SAS attached tape backup devices
- Microsoft Windows Server and VMWare certifications or demonstrates skills and/or experience

Network

Expert knowledge and work experience configuring, & managing:

- Cisco switches, routers, load balancers and Cisco ASA
- Cisco layer III network encryption and VPN
- IBM/Brocade SAN switch

Disk Storage

Expert knowledge and work experience configuring, & managing:

- IBM XIV

6. Duration and Location of Assignment

Assignment will begin as soon as possible after a contractor is selected and will continue for two years and may be extended for three additional one year periods, depending on funding availability.

7. Process Schedule

- | | |
|--|-------------------------------|
| • Deadline for Questions | February 3, 2011 1:00 p.m. CT |
| • Posted Response to Questions | February 4, 2011 4:00 p.m. CT |
| • Proposals due | February 8, 2011 1:00 p.m. CT |
| • Anticipated proposal evaluation begins | February 14, 2011 |
| • Anticipated proposal evaluation & decision | February 25, 2011 |

8. Questions

Questions regarding this Request for Proposal must be submitted to the Minnesota Department of Revenue by email to the following address: dor.rfp@state.mn.us. Other personnel are not authorized to answer questions regarding this Request for Proposal.

Questions submitted to DOR must contain the name of the person submitting the questions, their email address, name of the company and title "Remote Site Service" in the subject field of the email.

Questions must be received no later than 1:00 p.m. CT, in St. Paul, Minnesota, on February 3, 2011, as indicated by the date and time stated in the DOR mail header. DOR reserves the right to refrain from responding to questions submitted after 1:00 p.m. CT, on February 3, 2011.

All of the questions along with DOR's answers will be posted on the Office of Enterprise Technology web-site (www.oet.state.mn.us) on or about February 4, 2011. The exact day and time the questions and answers will be posted may depend on the quantity and complexity of the questions.

9. Submitting Responses

Responses to this request must be submitted by email to DOR at the following address:
dor.rfp@state.mn.us.

Responses are due at DOR no later than 1:00 p.m. CT, on February 8, 2011, as indicated by the date and time stated in the DOR email header. Late responses will not be considered.

All costs incurred in responding to this Request for Proposal will be borne by the responder.

This work order request does not obligate the state to award a work order or complete the assignment, and the state and DOR reserve the right to cancel the solicitation if it is considered to be in their best interest.

10. Response Content Requirements

- Responses submitted to DOR must include a cover letter containing:
 - Project Title: “Remote Site Service”
 - The name of the person submitting the response
 - Their email address
 - Their phone number
 - Name and address of their company
- Description of the proposer company, background, history, financial condition, and information about its key business officers
- Awards earned and certifications or partnerships with providers of equipment and software used in this installation
- Description of the process that would be followed for providing data center support and how the proposer will meet the technical requirements as they are laid out in this solicitation.
- Resumes, references and certifications of technicians providing support to DOR
- Company References: Responses must include at least three references, preferably including government and/or other public sector references. The list of references must include the name and phone number of each reference.
- Cost: Hourly rates by category, server, network, disk storage, database
- Attachment B: Certification Regarding Lobbying
- Attachment C: Affidavit of Noncollusion
- Attachment J: Location of Service Disclosure
- Attachment K: Affirmative Action Certification
- Attachment L: Immigration Status Certification
- Attachment M: Veteran-Owned/Service Disabled Veteran –Owned Preference

11. Interviews

The top candidates may be selected for an interview. Interviewees will be expected to demonstrate and describe their qualifications in fulfilling the requirements described in this solicitation.

Interviews will be held at the Minnesota Department of Revenue, 600 North Robert Street, St. Paul, Minnesota. Notice of invitation for an interview will be given as soon as practicable after the evaluation of responses.

The interviewee will be responsible for all of their costs related to their interview, for example: travel, lodging and meals.

12. Description of Evaluation Process:

Selection will be based on a review of the proposals submitted demonstrating their ability to meet the requirements set out in this solicitation, resumes of support personnel to perform work on DOR systems, customer references and information provided regarding the vendor's company background, history, financial condition, and information about its key business officers.

Vendors will be expected to provide sufficient detail to allow the DOR to evaluate the proposal based on information provided.

- Evaluation factors:
 - Knowledge and experience in areas described under sections **5. Required Knowledge, Skills, and Abilities**
 - Company background, history, financial condition, and information about key business officers
 - Process used to provide data center support
 - Resumes, references and certifications of technicians proposed
 - Company references.
 - Cost.
- Scoring:
 - Ability to meet the requirements through description of company background, history, financial condition, information about key business officers and process used to provide data center support: 50 points
 - Qualifications of technicians to be assigned to the contract: 45 points
 - References: a maximum of 10 points may be awarded.
 - Cost: a maximum of 45 points may be awarded.

13. Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

14. Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

15. Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

16. Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal. **Responders must self-identify themselves as an eligible business or individual to receive this preference.** For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by e-mail at mmd.help.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

17. Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete the Veteran-Owned/Service Disabled Veteran-Owned Preference Form in this solicitation, and include the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

18. Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.

19. Indemnification and Hold Harmless

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

20. Example of the IT Professional Services Master Contract Work Order

An example of the IT Professional Services Master Contract Work Order to which the selected contractor will be required to sign is attached (Attachment A) to this Statement of Work. If you take exception to any of the terms, conditions or language in the Work Order, you must indicate those exceptions in your response; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response will be available for discussion or negotiation.

If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the SOW; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the SOW will be available for discussion or negotiation.

IT Professional Services Master Contract Work Order

This work order is between the State of Minnesota, acting through its commissioner of Revenue ("State or Department") and _____ "Contractor"). This work order is issued under the authority of Master Contract T-Number 902TS, CFMS Number _____, and is subject to all provisions of the master contract which is incorporated by reference.

Recitals

1. Under Minn. Stat. § 15.061 the State is empowered to engage such assistance as deemed necessary.
2. The State is in need of a _____.
3. The Contractor represents that it is duly qualified and agrees to perform all services described in this work order to the satisfaction of the State.

Work Order

1 Term of Work Order

- 1.1** *Effective date:* _____, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

[The Contractor must not begin work under this work order until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.]

- 1.2** *Expiration date:* _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contractor's Duties

The Contractor, who is not a state employee, will: *[thorough description of tasks/duties]*

3 Deliverables

The deliverables will consist of, but not limited to: *[thorough description]*

4 Consideration and Payment

- 4.1** *Consideration.* The State will pay for all services performed by the Contractor under this work order as follows:

- A. *Compensation.* The Contractor will be paid as follows: The Contractors will be paid
- B. *Travel Expenses.* Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order will not exceed \$__.
- C. *Total Obligation.* The total obligation of the State for all compensation and reimbursements to the Contractor under this work order will not exceed _____ dollars.

- 4.2** *Invoices.* The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: _____

5 Foreign Outsourcing

Contractor agrees that the disclosures and certifications made in its Location of Service Disclosure and Certification Form are true, accurate and incorporated into this work order contract by reference.

6 Authorized Representatives

The State's Authorized Representative is _____ (or successor),
phone: _____, Minnesota Department of Revenue, will be the Contracts Manager for this project. She will be responsible for managing the compliance of this contract and the authorized representative to consider, accept or reject any contract modifications and has authority for approval of acceptance of services and invoice approval for payment.

The State's Project Manager is _____, (or successor), Minnesota Department of Revenue, phone: _____ and has the responsibility to monitor the Contractor's performance and with the Contracts Director has the authority to accept the services provided under this contract. If the services are satisfactory, the State's Project Manager and Contracts Manager will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is _____, phone: _____. If the Contractors Authorized Representative changes at any time during this work order, the Authorized Representative must immediately notify the State.

7 Assignment, Amendments, Waiver, and Contract Complete

- 7.1 **Assignment.** The Contractor may neither assign nor transfer any rights or obligations under this contract without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 7.2 **Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.
- 7.4 **Contract Complete.** This contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

8 Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

9 State Audits

Under Minnesota Statute § 16C.05, subdivision 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this contract.

10 Government Data Practices and Intellectual Property

- 10.1. **Government Data Practices.** The Contractor and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 13, (or, if the State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it

applies to all data provided by the State under this contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this contract. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minnesota Statute Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this Clause, the Contractor must immediately notify the State, and consult with the agency as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

10.2. ***Intellectual Property Rights.***

(A) ***Intellectual Property Rights.*** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this contract*. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(B) ***Obligations***

(1) ***Notification.*** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

(2) ***Representation.*** The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the

Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 Workers' Compensation and Other Insurance

Contractor certifies that it is in compliance with all insurance requirements specified in the solicitation document relevant to this Contract. Contractor shall not commence work under the contract until they have obtained all the insurance specified in the solicitation document. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Further, the Contractor certifies that it is in compliance with Minnesota Statute § 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

12 Debarment by State, its Departments, Commissions, Agencies or Political Subdivisions

Contractor certifies that neither it nor its principles is presently debarred or suspended by the State, or any of its departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the contract award was based. Contractor shall provide immediate written notice to the State's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

13 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the contract award was based.

14 Publicity and Endorsement

14.1 **Publicity.** Any publicity regarding the subject matter of this contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this contract.

14.2 **Endorsement.** The Contractor must not claim that the State endorses its products or services.

15 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16 Data Disclosure

Under Minnesota Statute § 270C.65, Subdivision 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

16 Payment to Subcontractors

(If applicable) As required by Minnesota Statute § 16A.1245, the prime contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

18 Termination

19.1 ***Termination by the State.*** The State or commissioner of Administration may cancel this contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

18.2 ***Termination for Insufficient Funding.*** The State may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

19 Minnesota Statute § 181.59

The vendor will comply with the provisions of Minnesota Statute § 181.59 which requires:

Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the

employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

20 Foreign Outsourcing

Contractor agrees that the disclosures and certifications made in its Location of Service Disclosure and Certification Form submitted with its proposal are true, accurate and incorporated into this contract by reference.

21 Employee Status

By order of the Governor's Executive Order 08-01, if this contract, including any extension options, is or could be in excess of \$50,000, Contractor certifies that it and its subcontractors:

1. Comply with the Immigration Reform and Control Act of 1986 (U.S.C. 1101 et. seq.) in relation to all employees performing work in the United States and do not knowingly employ persons in violation of the United States' immigrations laws; and
2. By the date of the performance of services under this contract, Contractor and all its subcontractors have implemented or are in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

Contractor shall obtain certifications of compliance with this section from all subcontractors who will participate in the performance of this contract. Subcontractor certifications shall be maintained by Contractor and made available to the state upon request. If Contractor or its subcontractors are not in compliance with 1 or 2 above or have not begun or implemented the *E-Verify* program for all newly hired employees performing work under the contract, the state reserves the right to determine what action it may take including but not limited to, cancelling the contract and/or suspending or debaring the contractor from state purchasing.

22 Affirmative Action Requirements for Contracts in Excess of \$100,000 and if the Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business

The State intends to carry out its responsibility for requiring affirmative action by its Contractors.

22.1 ***Covered Contracts and Contractors.*** If the Contract exceeds \$100,000 and the contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minnesota Statute § 363A.36 and Minnesota Rule Parts 5000.3400-5000.3600. A contractor covered by Minnesota Statute § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

22.2 ***Minnesota Statute § 363A.36.*** Minnesota Statute § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and

qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

22.3 Minnesota Rule 5000.3400-5000.3600.

- (A) *General.* Minnesota Rule 5000.3400-5000.3600 implement Minnesota Statute § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minnesota Rule 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- (B) *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers.
 - (1) The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (2) The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (3) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (4) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - (5) The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- (C) *Consequences.* The consequences for the Contractor’s failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

(D) *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minnesota Statute § 363A.36 and Minnesota Rule 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

23 DOR Policies

The Contractor agrees to comply with all terms of the Minnesota Department of Revenue's Policy Prohibiting Pistols at Work and the Workplace Violence Policy wherever and whenever the Contractor is performing services within the scope of this work order. In other words, any Contractor doing work for the Department of Revenue will not carry any dangerous weapons as described in either policy.

Any violations of these policies by the Contractor or Contractor's employees may result in the immediate suspension or termination of this contract.

24 DOR On-site Access

The Contractor will complete the Applicant Information forms and submit with the signed contract to DOR.

Signatures as required

CERTIFICATION REGARDING LOBBYING
For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name and Title of Official Signing for Organization

By: _____
Signature of Official

Date

**STATE OF MINNESOTA
AFFIDAVIT OF NONCOLLUSION**

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the _____ Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: _____

Authorized Signature: _____

Date: _____

Subscribed and sworn to me this _____ day of _____

Notary Public

My commission expires: _____

Pistols Prohibited at Work

September 2006

This policy is in response to the Minnesota Citizens' Personal Protection Act of 2003 (subsequently re-enacted in the 2005 Legislation Session). All other policies regarding dangerous weapons and violence in the workplace remain in effect. Those policies are available on the HR Information for All Employees Database; refer to security and workplace behavior.

The Department of Revenue hereby establishes a policy prohibiting all Department of Revenue employees from carrying or possessing pistols while acting in the course and scope of employment for the Department of Revenue. This policy applies to all Department of Revenue employees, including those who have a permit to lawfully carry pistols.

The possession or carrying of a pistol by Department of Revenue employees is prohibited while on any state owned or leased Department of Revenue work site.

The possession or carrying of a pistol by Department of Revenue employees is also prohibited while acting in the course and scope of employment for the Department of Revenue in any work location. Work location includes, but is not limited to:

- Taxpayer businesses;
- taxpayer residence;
- office or home of taxpayer representatives;
- office or home of any third party;
- other government offices;
- any other location where a Department of Revenue employee conducts department business in the presence of other Department of Revenue employees, taxpayers, taxpayer representatives or other third party representatives; and
- attending training or conferences on behalf of the department.

In addition, this policy applies to Department of Revenue employees under the following circumstances:

- Driving on department business regardless of who owns the vehicle;
- and riding as a passenger in a vehicle or any type of mass transit on department business.

An exception to this policy is that Department of Revenue employees may possess or carry pistols in state owned or leased parking facilities or areas if they follow all applicable laws.

Employees violating this policy are subject to disciplinary action in accordance with the Department of Revenue's disciplinary procedures.

If you have questions about this policy contact Kathy Yzermans, Facilities Management, at 651-556-6003 or Human Resources Division at 651-296-3414.

Dated: 5-27-03

Workplace Violence Policy

INTRODUCTION

In 1992, the Minnesota Legislature adopted the following act (Minn. Stat. 1.5):

Freedom from Violence

The State of Minnesota hereby adopts a policy of zero tolerance of violence. It is state policy that every person in the state has a right to live free from violence.

In furtherance of this policy, Minn. Stat. 15.86 mandates that each agency of state government adopt a goal of zero tolerance of violence in, and around, the workplace.

Each agency is also encouraged to develop a plan that describes how the agency will (1) seek to eliminate any potential for violence in and around the agency workplace; and (2) seek to eliminate any potential for violence by affecting the attitudes and behavior of the people that the agency serves or regulates.

AGENCY GOAL

It is the goal of the Minnesota Department of Revenue to achieve a work environment which is free from threats and acts of violence. The department will not tolerate workplace violence of any type, from any source. This includes threatening or violent actions by employees directed against other employees, by employees directed against department customers or other workplace visitors, and by department customers or visitors directed against department employees.

AGENCY POLICY

It is the policy of the Minnesota Department of Revenue and the responsibility of its managers, its supervisors and all of its employees to maintain a workplace free from threats and acts of violence. The department will work to provide a safe workplace for employees, and for visitors to the workplace. Each employee, and everyone with whom we come into contact in our work, deserves to be treated with courtesy and respect.

The department's policy on work-related violence includes:

The department will actively work to prevent and eliminate acts of work-related violence.

The department will respond promptly, positively, and aggressively to deal with threats or acts of violence. This response will include timely involvement of law enforcement agencies, when appropriate.

Incidents of work-related threats or acts of violence will be treated seriously by the department. Reports of such acts will be promptly investigated, and management will take action, as necessary, to appropriately address each incident.

The department will take strong disciplinary action, up to and including discharge from State employment, against employees of the department who are involved in the commission of work-related threats or acts of violence.

The department will support criminal prosecution of those who threaten or commit work-related violence against its employees, or against taxpayers and other visitors to its work environment.

Pursuant to Minnesota Statute 15.86, this policy does not create any civil liability on the part of the State of Minnesota.

Minnesota Department of Revenue Code of Conduct Achieving Compliance with the Tax Laws

INTRODUCTION

Our mission is to achieve compliance with the tax laws of Minnesota. To accomplish that we must gain the public's confidence in our competence and integrity. Thus, state employees must act according to the highest ethical standards. As employees of the State of Minnesota and the Department of Revenue particularly, employees must understand what is expected of them regarding their obligations to the state and their relationships with co-workers and the citizens of Minnesota. The *Code of Conduct* outlines those responsibilities.

POLICY STATEMENT

The *Code of Conduct* applies to all Minnesota Department of Revenue employees. The term "employee" means full time, part time, unlimited, seasonal and temporary employees, including all members of the commissioner's staff, division directors, supervisors, classified and unclassified employees. Interns, trainees, employees on mobility assignment, and special work study employees are also included, no matter how their salaries are funded. The Code also applies to all contract workers and consultants who perform services directly for the department.

As an employee, you are individually responsible for complying with this Code and must avoid all conduct that is, or could be seen as, inappropriate or as a conflict of interest. If you are unsure whether certain conduct presents or appears to be a conflict of interest, or if you are aware that another employee is violating the laws we enforce, contact your supervisor.

The duties and requirements set out in this Code apply to dealings with all of the department's customers. The term "customer" includes, but is not limited to, taxpayers. As used in this document, the term customer means any person or entity that benefits directly or indirectly from the services we provide. While taxpayers, tax practitioners and the Legislature make up the majority of our customers, customers may also be a co-worker.

In general, your supervisor is responsible for making this information available to you and advising you about it. However, *you are also subject to Minnesota law* (see Statutes Appendix) *and other requirements*, such as the state alcohol and drug policy and the Revenue Department's policy on violence. It is your responsibility to familiarize yourself with these policies.

PURPOSE

This Code helps you avoid conduct or activity that will, or appear to:

- conflict with your employment
- result in use of your position for private and personal gain;
- show favoritism to any organization or person;
- interfere with your objectivity;
- hinder the department's efficiency; or
- lower the public's confidence in the department's integrity or yours.

It also helps you maintain high standards of conduct while on the job.

Employees who deal directly with the public are most directly affected by these standards; however, all employees must follow them to ensure a productive and pleasant workplace.

COURTESY AND APPEARANCE

Be courteous

- You must *be professional, courteous and cooperative with customers* at all times. While it may be difficult to deal with people who are impatient or discourteous, you will be held to a professional standard. You must be helpful and understanding and respond to them with a pleasant tone and willingness to help.
- You must *give immediate attention to customers* who come into your office. If there must be a wait, explain the situation as clearly as possible and tell them how long they must wait. Be on time for appointments. If you must cancel or delay an appointment, or you cannot provide any product or service on time, notify your customer as soon as possible.
- You are also expected to *be equally courteous and cooperative with your coworkers*. Hostile confrontations with other employees must be avoided. Refer to the Minnesota Department of Revenue Zero Tolerance of Workplace Violence Policy for further clarification.
- *Be responsive and professional with customers and other employees* in all forms of communication, regardless of the situation or the means of communication. When answering the phone, identify yourself and your unit. If a call is misdialed or misdirected to your extension, be as helpful as possible. Offer to transfer the caller or provide the correct number. Refer to the Minnesota Department of Revenue Standards for Effective Communication and the Key Functions Lotus Notes Database on your computer if you have questions or need more information.

General Appearance

- Our goal is to present a good public image and professional appearance for the department.
- You must wear clothing and accessories that are appropriate to your specific duties, work environment, and type of work that appropriately fit with business community standards.

Ordinarily, you must:

- be responsive and professional with customers and other employees
- meet appropriate standards of hygiene, health and safety;
- have hair neatly groomed; and
- avoid wearing inappropriate clothing, or clothing that is tattered, worn, revealing, or needs repair.

Supervisors are responsible to serve as examples for employees and to set the tone for personal appearance and to enforce the standards.

CONFLICTS OF INTEREST

Fair and impartial administration of state government and the enforcement of its laws make the avoidance of any conflict of interest extremely important. A conflict of interest exists when your conduct or activities are inconsistent with your official duties and responsibilities as a Minnesota Department of Revenue

employee. This usually happens if your private interest, whether personal, financial or in any other way beneficial, conflicts or appears to conflict with your public responsibilities. A conflict of interest may occur if your independence or judgment is impaired. You have an obligation to avoid all conflicts of interest.

Even situations that are not in themselves a conflict of interest may be prohibited if there *appears* to be a conflict of interest. Be sensitive to any conduct that would lead one to believe that you or another employee may be biased. You have a duty to promptly report the existence or possible existence of any conflict of interest to your supervisor. Your supervisor will take appropriate action.

Not all situations can be covered by this Code; it is impossible to anticipate every situation. If you have any questions about a particular activity or interest, obtain clarification from your supervisor or the director of the Human Resource Management Division (HRM).

Remember, for the purpose of conflict of interest, the word "taxpayer" means an individual, business, taxpayer representative, lobbyist, and business or professional associations representing taxpayers with similar interests. The same standards apply to your dealings with department vendors.

Gifts

- You may not accept money, gifts, food, entertainment, favors, or any other item of value from a taxpayer or any other external source in connection with your employment with the department. If you attend or address any meeting or conference, you should advise the organization sponsoring the event of the department's policy, especially if personalized gifts are offered. If declining an item would create difficulty or an embarrassing situation, the item may be accepted and then returned to the giver as soon as possible.
- If it is not possible to return a gift, you should give it to a recognized charity. Perishable food gifts should be distributed to other employees without disclosing the source if you are unable to donate them to charity. Use good judgment.
- This policy also applies to situations where you attend a conference, convention or similar event on state time that is not sponsored by another state agency. If attendance is approved in advance, the department will pay for your meals or expenses associated with that event as with any other work assignment. The department will not accept free admissions for other Revenue employees unless it has been determined that the department has provided sufficient payment or services for those admissions.
- The prohibition of gifts extends to food and drink offered at hospitality suites and special recreational events provided by taxpayers as defined previously and that are not within the normal scope of the conference. This includes conferences sponsored by taxpayers, lobbyists or other special interest groups such as the Minnesota Society of Certified Public Accountants, Tax Executives Institute (TEI), or the Minnesota Association of Public Accountants (MAPA). Conferences sponsored by other state agencies or other states are not subject to this prohibition, such as the Minnesota Farm School.
- This policy does not apply if the hospitality or recreation is part of the conference registration fee for which the department has paid. If you wish to attend a hospitality suite or other recreational activity not covered by the department-paid registration fee, you should contribute to the cost of food and beverage you consume.

Exceptions include:

- meals or entertainment provided by a taxpayer who is also a personal friend, provided that person does not use the occasion to attempt to influence department policy or operations;

- occasional offers of coffee or other non-alcoholic beverages from a taxpayer while working;
- food or beverage given at an event at which you appear to make a speech or answer questions as part of a program;
- gifts of nominal value such as promotional items of little or no retail value;
- plaques or similar mementos recognizing individual service in a field of specialty; and
- reimbursement of expenses for travel or meals which are not reimbursed by the state and that were approved in advance as part of a work assignment.

Acting as Agent or Attorney

You may not represent any taxpayer in any proceeding before the Minnesota Department of Revenue, the Internal Revenue Service, or any other state revenue agency. This also applies to Tax Court, District Court, Supreme Court or administrative law judges who hear tax matters. In addition, if you are involved in property tax administration, you may not act on behalf of anyone except yourself, your spouse, or your minor children in any property tax appeal before any local agency.

Recommendations -

In your official capacity you may not suggest, recommend, encourage or discourage the employment of any specific attorney, accountant, tax advisor, appraiser or firm in connection with any tax matter.

- AVOID ANY TAX ADMINISTRATION ACTIVITY INVOLVING AN ACQUAINTANCE -

Prohibited Activities

You may not examine, audit, collect from, or engage in any other tax administration or enforcement activity regarding a taxpayer who is a family member, close friend, or employer. You must avoid any tax administration activity involving an acquaintance or any other taxpayer about whom you have a bias, if your objectivity would be impaired. If you receive an assignment that conflicts with these restrictions, immediately advise your supervisor and the supervisor will reassign the case.

Use of Information

You must not personally use or profit from any information acquired in the course of your work if that information is not available to the public.

Remuneration from Other Sources

You must not accept money or any other token of value from anyone, other than the state, for the performance of any act required of you during the ordinary course of business.

Customer loyalty awards are also prohibited under state law. For example, if you are required to travel by air on state business, you may not accept frequent flyer miles or other awards or prizes connected with the flight. They must be turned over to the state.

Restrictions on New Employees

You may not work on any taxpayer matter that is connected with any previous employment.

If you have questions about this policy, or think your situation qualifies for exemption, contact the director of the Human Resource Management Division for an opinion.

Bribery Attempts

Be alert to solicitations, offers of money, or anything of value, whether direct or indirect, in exchange for doing or refraining from doing anything within your official function. If you believe you were offered a bribe, immediately report the circumstances to your supervisor. Cooperate fully with any investigation that may follow.

Nepotism

To avoid favoritism, or its appearance, you may not supervise, hire, evaluate or discipline anyone with whom you are related by blood, marriage or adoption, or to whom you were previously related by marriage or adoption. Further, if any other relationship may influence your judgment, you should not supervise, hire evaluate or discipline that person. If you are unsure about a particular relationship, discuss it with your supervisor or the director of the Human Resource Management Division.

Soliciting for Charities or Other Causes

You may not solicit contributions for private or charitable causes on state time or use state equipment such as copiers, paper or the electronic mail system to do so. Charitable campaigns authorized by the Department of Employee Relations for which we have established solicitation procedures are exempt from this prohibition. Prohibited activities include soliciting for any personal or social purpose.

If you wish to solicit for other charitable or private campaigns, advocacy groups, church groups, community or religious organizations, or personal or family events, you may do so in non-public and non-work areas. You may not use your work time or the work time of other employees to solicit for unauthorized campaigns. The cafeteria and similar areas are considered non-public, non-work areas.

When conducting charitable fundraising activities such as raffles, you must learn how to do so legally by contacting the Minnesota Gambling Control Board. It will instruct you about charitable solicitations when using raffles, bingo and other gambling activities. Any employee who sells or advertises raffle tickets at work is responsible for meeting the guidelines.

If an event involves gambling and it is not conducted according to state law, a tax of 2 percent of the gross sales applies. Illegal gambling proceeds are also subject to the sales tax.

Soliciting for Private Gain

You may not conduct private business, sell, or attempt to sell or buy any commercial product or service during work hours in any working area. You may make isolated and occasional sales of personal items but you may not use the regular electronic mail system, interoffice mail or any other state equipment or supplies. Bulletin boards and a limited Notes database are available for this purpose.

POLITICAL FUNDRAISING AND OTHER POLITICAL ACTIVITIES**Solicitation of Funds or Support**

You must not solicit funds or other support for political activities or candidates on state time or use state property such as computers, telephones or mailing lists for that purpose. Political activities include more than support for a particular candidate or group of candidates; they may also include political activities and issues.

Political Activities

You may participate in political activities on your own time and off state property. When doing so, you should not in any way connect endorsement of a candidate, cause, activity or position with the state of Minnesota or your employment. You may not wear campaign or issue-oriented buttons or clothing while

on the job or display political materials anywhere in the building or on any other state property or taxpayer site.

Political Office

In some cases, employees who run for public office or who are elected to public office should take a leave of absence. If you intend to run for public office, you must first contact the director or the Human Resource Management Division to receive proper guidelines.

Other guidelines to follow include:

- You must take a leave of absence if elected to a federal or a state office. For other elective offices (county, city, local boards, etc.), you must consult the commissioner of the Department of Employee Relations to see if the office conflicts with your employment.
- You must take a leave of absence upon becoming a candidate for any elective public office if, in the commissioner of the Department of Employee Relation's opinion, it conflicts with your employment.

TAX RETURN FILING AND PAYMENT

At the beginning of this document, you were reminded that our *mission is to achieve compliance with the tax laws*. Therefore, all of us must adhere to the standards we impose on others. You must comply with federal, state and local tax laws and meet all filing requirements and payment obligations. Remember, state and federal statutes require people who meet income thresholds to file returns even if they expect a refund.

You also will be considered in compliance with your tax payment obligations if you comply with the terms of an authorized payment plan. If you have questions regarding tax compliance, contact the director of the Human Resource Management Division to arrange for confidential assistance.

- ALL OF US MUST ADHERE TO THE STANDARDS WE IMPOSE ON OTHERS -

OUTSIDE EMPLOYMENT

To maintain the public's trust and enhance voluntary compliance, you may not accept certain types of outside employment that create conflict of interest or its appearance. Certain types of employment are prohibited outright; other types must be reviewed on a case-by-case basis.

Prohibited Employment

- You may not prepare federal, state, local or charitable gambling tax returns for any type of pay or benefit. That includes accepting any tax-related employment by a religious, charitable, or other nonprofit organization. The public could view this situation as a conflict of interest.
- You may not hold any outside employment if its principal function is to collect, analyze, or make ready materials used to prepare federal, state, local or gambling tax returns or provide guidance on tax planning.
- You may not hold outside employment that otherwise creates a conflict of interest or its appearance.

- PREPARING RETURNS FOR FAMILY MEMBERS, PERSONAL FRIENDS OR AS A VOLUNTEER FOR VITA OR A SIMILAR ORGANIZATION AS A PERSONAL FAVOR IS PERMITTED -

Permitted Employment

You may accept employment unrelated to taxation and in which you do not disseminate or disclose confidential information obtained during your department duties. For example, you may work in retail sales, food service, or janitorial work without notifying the department of this employment.

Outside Employment Requiring Advance Notice

Advance notice is required for all types of employment not specifically permitted in the above section. If you have any questions about the appropriateness of accepting outside employment, you must notify your supervisor and the director of the Human Resource Management Division. You must also notify them if you change outside employment.

Restrictions on Employment after Termination

- You may not act as counsel, attorney or agent for a taxpayer in connection with any claim or proceeding pending in the Department of Revenue within one year after terminating your department employment.
- If you leave the department, you may not act as counsel, attorney, or agent in connection with any claim or matter about which you had knowledge during Revenue Department employment.

USE OF STATE PROPERTY

General

You should not use state time, facilities or property for personal use. That includes, but is not limited to, state supplies and equipment, such as paper, computers, photocopy and FAX machines, state vehicles and telephone lines. Specifically, you may not use state time for personal activities such as playing computer games. Neither should you use state computers for personal projects or outside employment - even on your own time.

Telephones

In general, state telephones are for official business only; however, there are exceptions to this rule. Personal telephone calls within the local calling area that meet the following criteria are acceptable:

- calls are of limited duration and frequency;
- calls do not adversely affect your performance or the performance of other employees; and
- calls could not have reasonably been made during non-working hours.

Examples include, but are not limited to, the following situations: brief calls to spouses, minor children, elderly parents or other dependents, and to places that can only be reached during working hours, such as government agencies, physicians, or other professional services.

- State telephones may not be used for personal long distance calls because such calls constitute illegal avoidance of federal taxes and also inappropriate financial gain for you. You must charge long distance calls to a non-government phone or your personal credit card. Under exceptional circumstances you may use the phone line for long distance calls if you reimburse the state.
- Furthermore, you must not accept personal calls on the department "800" numbers, or use caller fee or "900" numbers.

RESPECTFUL TREATMENT OF OTHERS

All employees must comply with the Minnesota Department of Revenue *Affirmative Action Plan*. You must not engage in any unwelcome conduct with respect to a co-workers race, color, creed, sex, sexual orientation, national origin, age, marital status, disability, religion or reliance on public assistance. Harassment based on these characteristics is expressly forbidden by law.

Harassment is defined as:

- Disparaging, belittling, demeaning or insulting remarks;
- Jokes about an employee or characteristic unique to that employee; or
- Demeaning an employee's character, reputation, work efforts or property.

Any of these is considered harassment, whether oral or written, or actions taken that do not maintain an appropriate business relationship. Additionally, the department will not tolerate any form of harassment or disparaging treatment based on other characteristics not listed above.

The commissioner is responsible for the application of this policy within the department, and managers and supervisors have the responsibility within their units. You are expected to be familiar with the department's Affirmative Action and Harassment Policies, which can be obtained from the department's affirmative action officer or the Human Resource Management Division. Each department supervisor is responsible for orienting his/her staff to these policies. If you feel you are being subjected to harassment or discrimination in any form, or have witnessed such conduct, contact your supervisor or the department affirmative action officer.

- The Minnesota Department of Revenue will not tolerate any form of harassment -

CONFIDENTIALITY OF DATA AND SECURITY BADGES

Minnesota laws provide that information relating to returns for income tax, sales tax, estate tax, MinnesotaCare tax, any similar Indian tribal tax, drug tax and environmental taxes, and property tax refunds is confidential. Return information is any information collected, created, or maintained by the department, including a taxpayer's identity or filing or payment history.

You should not disclose this information to anyone other than the taxpayer, the taxpayer's representative named in a power of attorney, or another department employee who needs the information to perform his or her job.

There are limited situations where we may share information with other agencies, other states, or the Internal Revenue Service (IRS). Federal laws require that IRS data be kept confidential, and the exceptions allowing exchanges with other agencies are specified in Minnesota laws. If you have questions about disclosure, check with your supervisor.

Addendum 2/2/98

Browsing Prohibited

You are not allowed to inspect a taxpayer's return or return information unless it is in connection with your official job duties. This includes charging out files that are stored in the Information Management Division, or accessing computer systems that contain taxpayer return information. To "inspect" means to examine or review a return or return

data to find out specific information about a taxpayer, such as how much income the taxpayer has, what the taxpayer's address or social security number is, or anything else about the taxpayer which you are seeking for your personal knowledge, curiosity, or benefit. "Official job duties" does not include accessing return or return information of a taxpayer's representative unless there is reason to believe that the representative's filing is not accurate."

You, as well as all visitors, must display or obtain a security badge to enter any Revenue Department office. Proper identification of all personnel and visitors is essential to maintain the confidentiality of tax information and building security. This applies to the department's regional offices as well as the central office.

COMPUTER SECURITY

The Department of Revenue's computer data and resources are to be used only for authorized work purposes. Access to computerized information is limited to only those who need the information to perform assigned duties.

Computer system access codes and authorities are issued to individual employees. You must not share access codes. We all have an obligation to protect data from unauthorized disclosure, modification, transfer, or destruction and to ensure that computer information is kept accurate, complete and current.

We all must comply with published computer security policies and procedures. If you have any questions, contact your supervisor or work group manager.

REPORTING VIOLATIONS

To maintain the integrity of the Revenue Department, you should report any suspected violations of this *Code of Conduct* to your supervisor for appropriate action. If you suspect that your supervisor is in violation of this Code, report the suspected violation to your supervisor's supervisor or the director of the Human Resource Management Division.

- MAINTAIN THE DEPARTMENT'S INTEGRITY -

DISCIPLINARY AND OTHER REMEDIAL ACTION

Violations of the Code

If you violate this Code, you may be subject to disciplinary action. Violations of law may result in civil or criminal prosecution. Discipline may also be administered in accordance with the appropriate bargaining agreement or plan. The Revenue Department may also reassign you or change your duties to avoid a conflict; and/or require you to stop an activity that conflicts with your work. You have specific appeal rights under law and/or your collective bargaining agreement if disciplined for violating this Code.

Determinations under the Code

If you believe that your activities are exempt from a specific provision of the *Code of Conduct*, you may apply in writing to the director of the Human Resource Management Division for an exemption. The determination will be based on thorough analysis of the activity to assess how the activity affects your ability to perform your job, and how that activity might conflict with or appear to the public to conflict with your job.

A decision will be made as quickly as possible and within thirty days. In the meantime, you may continue the activity provided it violates no other provision of the Code.

If the Human Resource Management director rejects your request, you will be given reasons for the rejection. For situations covered by the *Statewide Code of Ethics and Political Activities* (Minnesota Statutes §§ 43A.32, 43A.38 and Chapter 10A), you may ask the commissioner of the Department of Employee Relations to reconsider the decision. That decision is final.

APPENDIX*

STATUTES PROHIBITING ACTIVITIES OF PUBLIC OFFICIALS, EMPLOYEES AND PEOPLE DOING BUSINESS WITH PUBLIC ORGANIZATIONS

The following summarizes statutes that apply to state employees. Make yourself familiar with these statutes. If you have questions, contact your supervisor. This list is as exhaustive as possible; however, new statutes and policies may make this list incomplete. If you wish to examine the laws listed, refer to the specific statute or contact the Human Resource Management Division.

Misconduct of a Public Officer or Official (Minnesota Statutes § 609.43)

If a law imposes no other sentence, a public officer or an employee may be sentenced to up to one year in prison, a fine of up to \$3,000, or both if he/she is found guilty of:

1. knowingly refusing to do a duty which is required by law;
2. knowingly committing an act which is forbidden by law or exceeds his or her authority in one's official capacity;
3. intentionally using his or her authority to injure another person's property, person or rights; or
4. willfully making a false tax return, certificate or other document while one is acting in his/her official capacity.

Violation of this Section is a gross misdemeanor.

Ex-Employees Not to Represent Clients (Minnesota Statutes, § 270.021)

Prohibits former Revenue employees from acting as counsel or agent for a taxpayer in any matter before the department for one year after termination of employment. A former employee may never represent a taxpayer on any matter if he/she knew about the matter while employed at the Minnesota Department of Revenue.

Violation of this Section is a gross misdemeanor.

Code of Ethics for State Employees (Minnesota Statutes, § 43A.38,39)

In general, state employees may not give out confidential information, use state time or property for private purposes or engage in activities that constitute a conflict of interest. The statutes have specific requirements and examples.

Violation of this Section is a gross misdemeanor.

Political Activities of State Employees (Minnesota Statutes, § 43A.32)

Sets out specific requirements for employees who run for or accept a public office.

Violation of this Section is a gross misdemeanor.

Confidentiality of Tax Data (Minnesota Statutes, § Chapter 13, 270B)

Contains secrecy provisions for information and prescribes penalties for unlawful disclosure.

Violation of Chapter 13, Government Data, is a misdemeanor.

Violation of Chapter 270B, Tax Data is a gross misdemeanor.

Violation of either statute is just cause for suspension without pay or dismissal. In addition, if you violate these sections, you may be subject to civil suits.

The Civil Service Law (Minnesota Statutes, § 43A.38, 43A.39)

Prohibits employees from fraudulently obtaining state employment or interfering with the testing process.

Violation of this section is a gross misdemeanor.

If convicted, the employee will be ineligible for appointment in the civil service system for three years following conviction.

Embezzlement of Public Funds (Minnesota Statutes, § 609.54)

Special provisions deal with state employees who convert state funds to their own use in any manner.

Violation of this Section is a felony.

It is punishable by up to five years in prison, a \$10,000 fine or both, if the value of the funds embezzled is \$2,500 or less, or up to 10 years imprisonment or a fine of up to \$20,000, or both, if the amount embezzled is over \$2,500.

Failure to Pay Over State Funds (Minnesota Statutes, § 609.445)

Employees who receive money on behalf of the state and intentionally do not pay it to the appropriate state agency.

Violation of this Section is a felony.

It is punishable by up to five years in prison, or a fine of up to \$10,000, or both.

Misappropriation of Money (Minnesota Statutes, § 10.31)

It is illegal to use money appropriated for a specific purpose for any other purpose.

Violation of this Section is a gross misdemeanor.

Theft (Minnesota Statutes, § 609.52)

This applies to property of all forms including labor and professional services.

Violation of this Section is a felony, regardless of the amount or value.

Receiving Stolen Property (Minnesota Statutes, § 609.53)

Higher penalties apply to people who receive, possess, buy, conceal or transfer state property when they know the property is stolen.

Violation of this Section is a felony.

False or Fraudulent Claims (Minnesota Statutes, § 609.455.3.756)

These statutes make it a crime for state employees to knowingly present false claims or allow false claims to be paid.

Violation of this Section is a felony; however, violation of 3.756 is a misdemeanor for a state officer, but if convicted, he/she forfeits the office.

Bribery (Minnesota Statutes, § 609.42)

Public officers convicted of bribery also forfeit their offices and may never again hold public office.

Violation of this Section is a felony, when it involves state employees or public officers.

Accepting Advantage by State Employee (Minnesota Statutes, § 15.43)

Employees in direct contact with state suppliers or potential suppliers or who influence purchasing decisions may not have any financial or personal beneficial interest in the contracts. A state employee may not accept anything of value or promise of future reward from a supplier.

Violation of this Section is a misdemeanor.

Unauthorized Compensation (Minnesota Statutes, § 609.45)

State employees may not ask for, receive, or agree to receive fees or other compensation in excess of that allowed by law.

Violation of this Section is a misdemeanor.

Lawful Gambling (Minnesota Statutes, § 297E.13, 289A.63)

If you knowingly fail to file a gambling tax return or pay the tax with the intent not to pay the tax; or if you knowingly fail to file or pay without such intent.

Violation of this Section is a felony if you try to evade the tax; and a misdemeanor if your intent was not to evade it.

Selling and Purchasing Merchandise from Government Agencies (Minnesota Statutes, § 15.054)

State employees may not outside of their routine job duties sell state property. State employees may purchase state property by sealed bid only after reasonable public notice if the employee is the highest bidder and not directly involved in the sealed bid process. State employees may purchase only one automobile from the state during a 12-month period. This section does not apply to state property that is acquired or produced by the state for sale to the general public in the ordinary course of business, such as products sold in the state bookstore.

Violation of this Section is a misdemeanor.

*** In some instances, the Minnesota Department of Revenue *Code of Conduct* goes beyond statutory requirements. Our Code is more than a collection of state statutes and is meant to be read thoroughly and taken seriously.**

**Minnesota Department of Revenue
Disclosure Agreement with Vendor
Revised 12/1/2009**

Vendor agrees to comply with:

I. Minnesota Statute 270B.13, subd. 1 which authorizes vendors hired by the Department to process returns and tax payments, develop computer programs, microfilm tax returns, prepare tax return labels, or any other authorized services connected to tax administration requiring access to private data on individuals and nonpublic data to the extent necessary to provide those services.

Minnesota Statute 13.05, subd 6, which provides that in any contract between a governmental unit subject to the Minnesota Government Data Practices Act (Minnesota Statute Chapter 13) and any person, when the contract requires that data on individuals be made available to the contracting parties, by the governmental unit, that data shall be administered consistent with Chapter 13. A contracting party shall maintain the data on individuals which it received according to the statutory provisions applicable to the data.

Federal law (Internal Revenue Code, Section 6103) specifies no unauthorized disclosure of Federal Income Tax Return information. Unauthorized disclosure of such information is punishable upon conviction by imprisonment for up to five years or a fine of up to \$5,000 or both.

Minnesota Statute 270B.13, subd 2 of the statute states: "An independent contractor or a vendor performing services under subdivision 1 must establish procedures for safeguarding the information." The vendor shall comply with this requirement by:

establishing measures to safeguard private or nonpublic information;

agreeing that it shall make no use of any of the described information, for either internal or external purposes, other than that which is directly related to the performance of the agreement;

restricting disclosure of information provided by the Department to only the employees of the vendor who have a need to know, and not to any other parties;

agreeing to notify its officers, employees and agents of the requirements of confidentiality of information received by the vendor from the Department under Minnesota Statutes, Chapter 270B and of the possible penalties imposed (M.S. 270B.18) for violation of these laws;

agreeing to indemnify and hold harmless the State of Minnesota from any and all liabilities and claims resulting from the unauthorized disclosure by the vendor, its officers, employees or agents of any information required to be held confidential under the provisions of Minnesota Statutes 270B and;

agreeing to return all source data to the Department after completing the job for which the vendor was hired.

II. Vendor shall agree to the following restrictions with respect to access to any proprietary information of other vendors (hereafter referred to as "Third Party Confidential Information):

Vendor shall only use Third Party Confidential Information for the purposes for which access to such information was provided.

Vendor shall take such measures in protecting the confidentiality of Third Party Confidential Information as it would take in protecting its own confidential information or such measures as a reasonable person would take in protecting the confidentiality of his or her own confidential information, whichever represents the higher standard, in protecting the confidentiality of the Third Party Confidential Information.

Vendor agrees not to remove, from State property, any Third Party Confidential Material without first obtaining the written permission of the State.

Vendor agrees not to disclose any Third Party Confidential Material, directly or indirectly, to any party other than the State or the Third Party without first obtaining the written permission of the State or the Third Party.

Vendor agrees that all Third Party Confidential Material provided under the terms of this Agreement shall remain the property of the Third Party and shall be returned to the State upon its request, including any and all copies produced.

Nothing herein shall be construed as giving vendor any license or right in connection with the Third Party Confidential Information. Vendor understands that neither the State nor the Third Party makes any warranties and accepts no liability with respect to the accuracy, completeness or reliability of the Third Party Confidential Material.

Vendor understands that access to the Third Party Confidential Material is provided for the performance of the agreement and on a need-to-know basis. If, for any reason, such need no longer exists, Vendor agrees to return all Third Party Confidential Material to the State, including any and all copies.

Organization Name: _____

By (printed name):_____ Title:_____

Signature:_____ Date:_____

Internal Revenue Service Disclosure Agreement with Vendor

I. PERFORMANCE

In performance of this contract, the contractor may have access to Federal return information and agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (6) All computer systems processing, storing, or transmitting Federal tax information must meet ISO STD 15408, called common criteria -functional (Protection Profile) and assurance (EAL). To meet functional and assurance requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (8) The contractor will maintain a list of employees authorized access. Such list will be provided to the Department and, upon request, to the IRS reviewing office.
- (9) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a

fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee **[United States for federal employees]** in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C.552a. Specifically, 5 U.S.C.552a (i)(1), which is made applicable to contractors by 5 U.S.C.552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

III. INSPECTION

The IRS and the Department shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Organization Name: _____

By (printed name): _____ **Title:** _____

Signature: _____

Date: _____

THIS IS A REQUIREMENT IF A CONTRACT IS AWARDED. (A background check would also need to be completed for the State of Wisconsin)

Attachment I

Non-Revenue Employees Applicant information for individuals providing services or performing work for Department of Revenue and for individuals accessing any MN Department of Revenue (DOR) facilities or computer systems.

Please read the following information carefully and complete the requested data in Section I, II, III, and IV as indicated below. Please note that a criminal history and tax check will be conducted prior to allowing you access to any Minnesota Department of Revenue (DOR) facilities or computer systems.

Section I. Applicant Information and Employment History

Minnesota Statutes 13.01 through 13.87 (1983) on data practices requires that you be informed that the following information which you are asked to provide is considered private data: name, home address, home phone number, social security number, criminal conviction record, financial and tax information. As a result, this information is protected and is available only to you, and officials who have a need for it. Below describes why the data is being requested.

- **Your address and home phone number.** DOR asks for this data to distinguish you from other applicants and to allow us to contact you, if necessary.
- **Your social security number; finance and tax information; and employment history.** DOR uses this information to determine whether you were required to, and actually filed your State tax returns or if you currently owe tax to the State of Minnesota or any other State you resided in within the last five years. If you owe tax or have not filed the required tax returns, you must file the returns and/or make a satisfactory payment arrangement in order to provide services or perform work for DOR. Additionally, DOR uses this information to verify your filing and payment status on an annual basis, while you are providing services or performing work for DOR.
- **Conviction record.** DOR uses this information to determine if you have a job-related criminal record that would prohibit your access to our facilities, staff or records.

Section II. Criminal History Record

- **Informed Consent form.** Completion of the enclosed Informed Consent form grants us permission to review your Minnesota criminal history record to determine if you have a job-related criminal record that would prohibit your access to our staff and facilities.
- **Verifications, Inc. form.** Completion of this form is required only if you lived and/or worked in another State, within the last seven years. DOR uses Verifications, Inc. to conduct criminal history checks in States other than Minnesota.

Section III. Revenue Security Agreement

This agreement outlines your responsibility to maintain information confidentiality as specified by Minnesota Statutes, Minnesota Revenue Regulations, the federal Internal Revenue Code 6103 and IRS regulations. Please sign this form acknowledging your commitment to adherence of these requirements and your understanding of the consequences for failure to do so.

Section IV. Applicant Tax Filing and Payment Requirements

IMPORTANT: If you provide false information, you will not be allowed to provide services or perform work for DOR or have access to any Minnesota Department of Revenue (DOR) facilities or computer systems. You will not be granted access to DOR facilities and/or computer systems.

HR Use only: BCA: by _____ date _____ Tax: by _____ date _____ Badge Issued: Y/N
by _____ date _____ Number _____ 2 Non-Revenue Employee Background Check 9/2010

Section I. Applicant Information

Name: _____
Home Address: _____
City: _____ State: _____ Zip: _____
Home Phone #: () _____ Cell Phone #: () _____
Social Security #: _____
Job Title: _____ Company: _____
Person at DOR to whom you will report while providing services or performing work for DOR: _____

Who to contact in the event of an emergency – Name, Relationship, and Phone #:

1) _____

2) _____

Please attach a copy of your updated resume that indicates the name of your employers and dates of employment over the last 7 years.

If a resume is not available, complete the information below, listing all employers in the previous 7 years:

Name of present employer: _____

Address, City, State: _____

Dates employed mo/yr. _____

Name of employer: _____

Address, City, State: _____

Dates employed mo/yr. _____

Name of employer: _____

Address, City, State: _____

Dates employed mo/yr. _____

Name of employer: _____

Address, City, State: _____

Dates employed mo/yr. _____

Continue on separate page if necessary. *Non-Revenue Employee Background Check 9/2010*

Section I Continued.

Financial and tax information

Have you failed to file any state or federal income tax returns?..... yes no

If "yes", please explain: _____

Do you presently owe any state or federal income taxes?..... yes no

If "yes", please explain: _____

Have you failed to file any business tax returns

for which you have been determined personally liable?..... yes no

If "yes", please explain: _____

Do you presently owe any business taxes for

which you have been determined personally liable?..... yes no

If so, please provide the Minnesota business 7 digit identification number _____

Criminal conviction information

Have you been convicted of a misdemeanor, gross misdemeanor

or felony (excluding minor traffic violations)?..... yes no

You may answer "no" if the conviction or criminal records have been sealed, set aside, or if you have been pardoned pursuant to law.

If "yes", please attach a separate sheet with explanation. Information concerning this question will be used to determine whether any convictions are job-related. It will not automatically bar you from providing services or performing work for this agency. If you have a probation or parole officer, please list his/her name, telephone number, and jurisdiction.

Officer's name Phone _____

_____(____)_____

Jurisdiction _____

I authorize the Minnesota Department of Revenue to conduct an inquiry into any job-related information including, but not limited to:

1) Employment data including dates of employment, salary, positions held, title, job related knowledge, skills and abilities, job performance, attendance, disciplinary actions, reasons for leaving and eligibility for rehire; and

2) All past and current tax returns, both state and federal, for the purpose of verifying filing and payment status of my return.

I understand that if I am providing services or performing work for the Minnesota Department of Revenue (DOR) or have access to DOR facilities or computer systems that the Department of Revenue will verify tax filing and payment status on an annual basis while I am providing services or performing work for DOR or have access to DOR facilities or computer systems.

The information provided is true and correct to the best of my knowledge and I acknowledge having read the above statements.

Signature _____ ***Date:*** _____ 4 Non-

Revenue Employee Background Check 9/2010

Section II. Criminal History Record – Informed Consent

Criminal History Record Information maintained by the Minnesota Department of Public Safety, Bureau of Criminal Apprehension, and Criminal Justice Information Systems Section is classified as Private Data. Minnesota State Statutes 13.05, Subdivision 4, requires that the subject of Private Data give his or her informed consent prior to dissemination of this data to any person or agency by completing the information below.

You must provide us with the following information so that we can determine whether any criminal convictions may be a job related consideration. If you choose not to provide us with this information, you will not be allowed access to Minnesota Department of Revenue facilities, staff or records.

Please print:

Job Title: _____

Last Name of Applicant (please print): _____

First Name: _____ Middle (full): _____

Maiden, Alias or Former (please print): _____

Date of Birth: _____ Sex (M or F): _____

MM/DD/YYYY

Social Security Number: _____

If driving is required in this job:

Driver's License #: _____

State Issued: _____ Expire Date: _____

I authorize the Minnesota Bureau of Criminal Apprehension to disclose all Criminal History Record Information to the Minnesota Department of Revenue, Human Resource Management Division, for the purpose of providing services or performing work for this agency or to have access to any Minnesota Department of Revenue (DOR) facilities or computer systems.

Signature of Applicant Date 5 *Non-Revenue Employee Background Check 9/2010*

Verifications, Inc.

Consumer Report / Investigative Consumer Report

Disclosure and Release of Information Authorization

I authorize Minnesota Dept. of Revenue and **Verifications, Inc.**, a consumer-reporting agency, to retrieve information from all personnel, educational institutions, government agencies, companies, corporations, credit reporting agencies, law enforcement agencies at the federal, state or county level, relating to my past activities, to supply any and all information concerning my background, and release the same from any liability resulting in providing such information. The information received may include, but is not limited to, academic, residential, achievement, job performance, attendance, litigation, personal history, credit reports, driving history, and criminal history records. I understand that this information may be transmitted electronically and authorize such transmission.

If currently employed: My current employer may be contacted. YES NO N/A

I understand that a Consumer Report or Investigative Consumer Report ("Consumer Report") may be prepared summarizing this information. If my prior employers and/or references are contacted, the report may include information obtained through personal interviews regarding my character, general reputation, personal characteristics and/or mode of living. I may request a copy of any report that is prepared regarding me and may also request the nature and substance of all information about me contained in the files of the consumer-reporting agency. I understand that I have the right to inspect those files with reasonable notice during regular business hours and that I may be accompanied by one other person. The consumer-reporting agency is required to provide someone to explain the contents of my file. I understand that proper identification will be required and that I should direct my request to: **Verifications, Inc., 1425 Mickelson Drive, Watertown, SD 57201. Phone 1-877-414-7060 / 1-800-735-3002 / 605-884-1200**

Are you applying for employment in the State of California? YES NO

If you are applying for employment in California and a consumer report will be initiated on you within 3 days, the above named (prospective) employer will give you a copy of this Disclosure. It includes important information about the scope and nature of the consumer report and summarizes CA Civil Code Section 1786.22 as required by law. If the report is not initiated until a future date, you will be notified at that time. Regardless of when a report is initiated, you will automatically receive a copy of your report within 7 days of the report being provided to the (prospective) employer.

Are you applying for employment in California, Minnesota or Oklahoma? YES NO

If so, would you like a copy of any Consumer Report prepared on you? YES NO

I hereby certify that all the statements and answers set forth on the application form and/or my resume are true and complete to the best of my knowledge, and I understand that if subsequent to employment any such statements and/or answers are found false or that information has been omitted, such false statements or omissions will be just cause for the termination of my employment. Further, I understand that by requesting this information, no promise of employment is being made. *I am willing that a photocopy of this authorization be accepted with the same authority as the original; and that if employed by the above-named company, this authorization will remain in effect throughout such employment.*

Signature Social Security Number Date

NOTE: The following information is provided voluntarily and IS NOT considered as part of your application. It is used only for identification purposes in verifying information on your Employment Application. PLEASE PRINT CLEARLY.

Last Name First Name Middle Name

Street Address City State ZIP

Driver's License Number State of License Expires On Date of Birth

List any other CITIES AND STATES in which you have lived during the previous 7 years.

List any other LAST NAMES you have used during the previous 7 years.

List any other LAST NAMES under which you received your GED, high school diploma, or other degrees.

Revision 032502

NOTARY (IF REQUIRED)

State

County of

Signature

My Commission Expires on

6 Non-

Revenue Employee Background Check 9/2010

Section III. Revenue Security Agreement

Revenue Security Agreement

While providing services or performing work for the State of Minnesota, Department of Revenue, or have access to DOR facilities or computer systems, undersigned, agrees to adhere to the requirements of information confidentiality as specified by Minnesota Statutes, Minnesota Revenue Regulations, the federal Internal Revenue Code 6103 and IRS regulations.

Under Minnesota Statutes, Sections 270B.13, 270B.18 and 270B.02, the undersigned understands it is unlawful to divulge or reveal any particular set forth in any tax return, document or record that is classified under Chapter 270B as being private or nonpublic data, unless it is in connection with official duties. A person who violates these provisions will be guilty of a gross misdemeanor, punishable upon conviction by imprisonment for up to one year or a fine of up to \$3,000 or both. For other state provisions, other penalties may apply. Under federal law, the unauthorized disclosure of federal income tax return information is a felony, punishable upon conviction by imprisonment for up to 5 years or fine of up to \$5,000 or both. The federal code also provides for civil lawsuits and the payment of punitive damages to the grieved taxpayer.

In order to ensure that no protected data is ever disclosed, I the undersigned, further agree that I will not publicly disclose ANY tax data, information, or program specifications which are made available to me in the course of performing my official or contracted duties. These items will be held in the strictest confidence and will not be discussed with anyone unless that person has been authorized to receive them. I understand that it will be a violation of the law and this agreement to release any protected or classified tax data, information, or program specifications to any other facility or person for any purpose unless, the owner of each receiving facility has been notified of the requirement that they subject themselves and their employees to the penalties provided for unauthorized disclosure, and they have signed a security agreement and agreed to maintain the confidentiality of the information and data. It will be necessary for the owner of each facility to communicate to its employees the above referenced penalties for unauthorized disclosures and obtain and submit signed security agreements to the Department of Revenue before any information is processed or made available.

Name: _____

Signature: _____ Date: _____ 7 Non-Revenue

Employee Background Check 9/2010

Section IV. Tax Filing and Payment Requirements

Tax Filing and Payment Requirements

Department of Revenue Policy

All individuals providing services or performing work (contractor) for Department of Revenue must meet all tax filing and payment requirements. This means contractors must file their Minnesota Individual Income Tax return and IRS Federal Individual Income Tax return by April 15th of each year, or request an extension, if appropriate, even if they are expecting a refund.

If a contractor is unable to pay their Minnesota income tax or Federal income tax, they must file and make arrangements for a payment plan by April 15. It is not acceptable for contractors to file their tax returns without payment and wait for the collection process to begin (i.e. waiting to receive a bill before making payment or setting up a payment plan).

For those contractors who live and/or work in a state other than Minnesota, the contractor must file a return in the appropriate state and must make payments due, in a timely manner.

Ensuring Compliance

In order to ensure compliance with this policy, the Department of Revenue verifies the filing and payment status of all contractors prior to providing services or performing work for Department of Revenue. In addition, on an annual basis we conduct reviews of the filing and payment status of all contractors. Also, because our contractors may have access to information about audit standards, we may subject contractor's returns to intensive scrutiny to ensure accuracy and completeness, where appropriate.

Contractors who fail to comply with these requirements will not be allowed to provide services or perform work for DOR.

Applicants for Services

In order to be considered to provide services or perform work for Department of Revenue, contractors must be current on their tax filing and payment requirements, both state and federal, at the time of the Department of Revenue background check application completion. This means that all tax returns for the past five years must be filed, all taxes owed must be paid, or if an established payment plan is in place, payments must be up to date. Contractors who live(d) and/or work(ed) in another state must also be current with their tax filing and payment in that state.

Individuals providing services or performing work for Department of Revenue, who are not in compliance with the tax filing and payment requirements as stated above, will not be allowed to provide services or perform work for DOR.

I acknowledge having read the above statements.

Signature _____ **Date:** _____

STATE OF MINNESOTA
LOCATION OF SERVICE DISCLOSURE AND CERTIFICATION

LOCATION OF SERVICE DISCLOSURE

Check all that apply:

- ☐ The services to be performed under the anticipated contract as specified in our proposal will be performed ENTIRELY within the State of Minnesota.
- ☐ The services to be performed under the anticipated contract as specified in our proposal entail work ENTIRELY within another state within the United States.
- ☐ The services to be performed under the anticipated contract as specified in our proposal will be performed in part within Minnesota and in part within another state within the United States.
- ☐ The services to be performed under the anticipated contract as specified in our proposal DO involve work outside the United States. Below (or attached) is a description of
 - (1) the identity of the company (identify if subcontractor) performing services outside the United States;
 - (2) the location where services under the contract will be performed; and
 - (3) the percentage of work (in dollars) as compared to the whole that will be conducted in each identified foreign location.

CERTIFICATION

By signing this statement, I certify that the information provided above is accurate and that the location where services have been indicated to be performed will not change during the course of the contract without prior, written approval from the State of Minnesota.

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone Number: _____

State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.**

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B. Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- ☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to BOX C.**
- ☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- ☐ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: _____ Date _____

Authorized Signature: _____ Telephone number: _____

Printed Name: _____ Title: _____

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101

Web: www.humanrights.state.mn.us

Email: employerinfo@therightsplace.net

Fax: (651) 296-5663
(651) 296-9042

Toll Free: 800-657-3704
TTY: (651) 296-1283

State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and
2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: _____

Date: _____

Authorized Signature: _____

Telephone Number: _____

Printed Name: _____

Title: _____

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debarring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

Email: MMDHelp.Line@state.mn.us

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

STATE OF MINNESOTA

VETERAN-OWNED/SERVICE DISABLED VETERAN-OWNED PREFERENCE FORM

In accordance with Laws of Minnesota, 2010, Chapter 333, Article 2, Section 3, Subdivision 6a, eligible certified veteran-owned businesses, with their principal place of business in Minnesota and Center for Veteran Enterprises verified (CVE Verified) by United State Department of Veterans Affairs, will receive up to a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses include certified small businesses that are majority-owned and operated by either recently separated veterans, veterans with service-connected disabilities, and any other veteran-owned small businesses (pursuant to Laws of Minnesota, 2010, Chapter 333, Article 2, Section 3, Subdivision 6a).

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs (in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74) prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete and **sign** this form. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per this form, will be given the preference.

I hereby certify that the company listed below:

1. Is an eligible certified veteran owned business, as defined by Laws of Minnesota, 2010, Chapter 333, Article 2, Section 3, Subdivision 6a; and
2. Has its principal place of business in the State of Minnesota; and
3. Is Center for Veteran Enterprises verified (CVE Verified) by United State Department of Veterans Affairs.

Name of Company: _____ Date: _____

Authorized Signature: _____ Telephone: _____

Printed Name: _____ Title: _____

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR RESPONSE TO THE SOLICITATION.